



**SPECIAL CITY COUNCIL AND PLANNING COMMISSION WORKSESSION  
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM  
NOVEMBER 20, 2017  
5:45 PM**

Call to order

1. Discussion regarding a mixed-use development proposal for 6601 1st Avenue.

Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.**

**CITY OF RICHFIELD, MINNESOTA**  
Office of City Manager

November 16, 2017

Council Memorandum No. 107

The Honorable Mayor  
and  
Members of the City Council

Planning Commission Memorandum No. 12

Members of the Planning Commission  
City of Richfield

Subject: Mixed-Use Development Proposal – 6601 1st Avenue

Council Members and Commissioners:

At the work session on November 20, 2017, at 5:45 p.m., Paul Lynch of PLH Properties will present an updated preliminary proposal for a mixed-use development at 6601 1st Avenue. The proposal includes retail space on the street level, with two floors of residential above.

The Council and Planning Commission discussed an earlier version of the proposal in August of 2016. No formal proposal was submitted.

Respectfully submitted,



Steven L. Devich  
City Manager

SLD:mrh

Email: Assistant City Manager  
Department Directors



**SPECIAL CITY COUNCIL MEETING  
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS  
NOVEMBER 20, 2017  
6:15 PM**

Call to order

Open forum (15 minutes maximum)

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.***

Pledge of Allegiance

Approval of the minutes of the: (1) Special joint City Council, HRA, and Planning Commission work session of October 16, 2017; (2) Special City Council work session of October 17, 2017, for youth commission interviews; (3) Special City Council work session of October 17, 2017, for HRA interviews; (4) Special joint City Council, HRA, and Planning Commission work session of October 24, 2017; and (5) Regular City Council meeting of October 24, 2017.

**PRESENTATIONS**

1. Annual meeting with the Friendship City Commission.

**AGENDA APPROVAL**

2. Approval of the Agenda
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
  - A. Consideration of the approval of a resolution approving deferral of special assessments against an owner occupied property.

Staff Report No. 187
  - B. Consideration of the renewal of the Public Health and Environmental Health Mutual Aid Agreement.

Staff Report No. 188
  - C. Consideration of the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership training in 2018.

Staff Report No. 189
  - D. Consideration of the approval of setting a public hearing to be held on December 12, 2017, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2018 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside

Foundry, GM Richfield, LLC d/b/a Four Points by Sheraton Minneapolis Airport, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Pizza Luce VII, Inc. d/b/a Pizza Luce, Minneapolis-Richfield American Legion Post 435, and Fred Babcock VFW Post 5555 d/b/a Four Nickels Food & Drink.

Staff Report No. 190

- E. Consideration of the approval of setting a public hearing to be held on December 12, 2017, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2018 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC, d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant.

Staff Report No. 191

- F. Consideration of the approval of setting a public hearing to be held on December 12, 2017, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer license for 2018 for Metro Pawn and Gun, Inc.

Staff Report No. 192

4. Consideration of items, if any, removed from Consent Calendar

### **RESOLUTIONS**

5. Consideration of the approval of a resolution authorizing the refunding of the \$4,550,000 G.O. Capital Improvement Plan Bonds, Series 2009A, dated January 14, 2009 with the \$3,205,000 G.O. Capital Improvement Plan Refunding Bonds, Series 2017B.

Staff Report No. 193

### **CLAIMS AND PAYROLLS**

6. Claims and Payrolls

Open forum (15 minutes maximum)

***Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.***

7. Adjournment

**Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.**





# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special Joint City Council, Housing and Redevelopment Authority, and Planning Commission Work Session

**October 16, 2017**

### CALL TO ORDER

The work session was called to order by Chair Supple at 6:00 p.m. in the Bartholomew Room.

*Council Members Present:* Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

*HRA Members Present:* Mary Supple, Chair; Pat Elliott; Michael Howard, Doris Rubenstein, and Sue Sandahl.

*PC Members Present:* Erin Vrieze Daniels, Chair; Sean Hayford Oleary; and Allysen Hoberg.

*PC Members Absent:* Dan Kitzberger; Bryan Pynn; Susan Rosenberg; and Gordon Vizecky.

*Staff Present:* John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; Julie Urban, Housing Manager

<b>Item #1</b>	<b>LYNDALE GARDENS PROJECT UPDATE</b>
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Colleen Carey from The Cornerstone Group introduced the development team (Including Lawrence Black from The Cornerstone Group, David Carlson from Gatehouse Properties and Eden Spencer from the Greater Metropolitan Housing Corporation). She explained that the project is being proposed in three phases: 32 units of for-sale townhomes, apartments, and a retail/restaurant mix. Ms. Carey provided some details on each phase. Councilmembers and Commissioners shared their questions and comments. David Carlson presented the apartment-portion of the proposal.

### ADJOURNMENT

The work session was adjourned by unanimous consent at 6:41 p.m.

Date Approved: November 20, 2017

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



**CITY COUNCIL MEETING MINUTES**  
Richfield, Minnesota  
**Special City Council Work Session**  
**October 17, 2017**

**CALL TO ORDER**

The work session was called to order by Mayor Elliott at 6:03 p.m. in the Babcock Room.

*Council Members Present:* Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

<b>Item #1</b>	<b>INTERVIEWS OF YOUTH APPLICANTS FOR APPOINTMENTS TO RICHFIELD ADVISORY BOARD/COMMISSIONS.</b>
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The City Council conducted interviews of the following youth applicants for appointment to City Advisory Board and Commissions:

- Grace Verbrugge
- Hayley Hedges
- Matthew Kiflu
- Ruth Kiflu
- Diana Bautista

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 7:05 p.m.

Date Approved: November 20, 2017

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Jared Voto  
Executive Aide/Analyst

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Pat Elliott  
Mayor

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Steven L. Devich  
City Manager



**CITY COUNCIL MEETING MINUTES**  
Richfield, Minnesota  
**Special City Council Work Session**  
**October 17, 2017**

**CALL TO ORDER**

The work session was called to order by Mayor Elliott at 7:05 p.m. in the Babcock Room.

*Council Members Present:* Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

<b>Item #1</b>	<b>INTERVIEWS FOR HRA CITIZEN APPOINTMENT</b>
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The City Council conducted interviews of the following applicants for appointment to the Richfield Housing and Redevelopment Authority:

- Lisa Rudolph
- Mary Barnes
- Erin Vrieze Daniels

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 8:21 p.m.

Date Approved: November 20, 2017

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special Joint City Council, Housing and Redevelopment Authority, and Planning Commission Work Session

**October 24, 2017**

<b>CALL TO ORDER</b>
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The work session was called to order by Mayor Elliott at 5:30 p.m. in the Bartholomew Room.

*Council Members Present:* Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann (arrived at 6:10).

*HRA Members Present:* Mary Supple, Chair; Pat Elliott; and Michael Howard.

*HRA Members Absent:* Sue Sandahl.

*PC Members Present:* Erin Vrieze Daniels, Chair; Sean Hayford Oleary; Allysen Hoberg; and Gordon Vizecky.

*PC Members Absent:* Dan Kitzberger; Bryan Pynn; and Susan Rosenberg.

*Staff Present:* Steven L. Devich, City Manager; John Stark, Community Development Director; Melissa Poehlman, Assistant Community Development Director; Julie Urban, Housing Manager; Jim Topitzhofer, Recreation Services Director; and Jared Voto, Executive Aide/Analyst.

<b>Item #1</b>	<b>COMPREHENSIVE PLAN UPDATE</b>
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Assistant Community Development Director Poehlman introduced Lance Bernard, Senior Associate Planner, and Joe Lampe, Planner/Analyst, from SRF Consulting, the consultant assisting the City with the comprehensive plan update. Mr. Bernard provided an overview of what the comprehensive plan is and how updates are driven by regional policies, shared the plan element requirements, and gave a recap of the public engagement and what has been done with the feedback received. Mr. Bernard went into further detail of a market analysis being done at the 66th Street and Nicollet Avenue area, including ideas for the area and design guidelines that will be developed. He also discussed the Parks Master Plan as part of this process. Lastly, a schedule was provided for the next steps of the process with plan adoption in August 2018.

Members of the Council, HRA, and Planning Commission commented and asked questions about resiliency, the outreach efforts and building consensus, the Metropolitan Council's population and housing forecasts for Richfield, and the impact of Metro Transit's Orange Line on density in the area.

<b>Item #2</b>	<b>AFFORDABLE HOUSING STRATEGIES</b>
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Community Development Director Stark introduced the topic and stated this is a continuing discussion since April.

Housing Manager Urban presented tools and strategies for naturally occurring affordable housing (NOAH) and shared progress the City has completed since July. She presented a work plan for immediate action of: defining goals; developing a NOAH preservation policy; incorporating NOAH policies into comprehensive plan update; applying NOAH preservation strategies to projects receiving HRA/City assistance that include affordable housing; meet with owners/landlords to solicit feedback; identify NOAH housing and those buildings at risk; expand the Kids @ Home program; and create a pilot apartment rehab financing program. She also provided a work plan for potential items for 2018 that included: advanced notice period for sale of rental housing/help preservation buyers buy at-risk buildings; prohibit Section 8 discrimination; require 60-day notice to tenants; just cause evictions/non-renewal; building permit fee reductions; and inclusionary housing ordinance.

Members of the Council, HRA, and Planning Commission commented and asked questions about integrating affordable housing, maintaining and improving NOAH, supporting cost-burdened renters, improving quality affordable housing without displacing residents, using land use policy to drive the market, ensuring the City has strong legal standing to pass items because property owners have rights as well, and support for different policies/ordinances that were discussed during the presentation.

<b>ADJOURNMENT</b>
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The work session was adjourned by unanimous consent at 6:58 p.m.

Date Approved: November 20, 2017

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Meeting

October 24, 2017

### CALL TO ORDER

The meeting was called to order by Mayor Elliott at 7:01 p.m. in the Council Chambers.

*Council Members Present:* Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann (arrived at 7:03 p.m.).

*Staff Present:* Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Kristin Asher, Public Works Director; John Stark, Community Development Director; Jim Topitzhofer, Recreation Services Director; Jay Henthorne, Chief of Police/Public Safety Director; Melissa Poehlman, Assistant Community Development Director; Matt Brillhart, Associate Planner, and Jared Voto, Executive Aide/Analyst.

### OPEN FORUM

None

### PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

### APPROVAL OF MINUTES

M/Garcia, S/Regan Gonzalez to approve the minutes of the: (1) Special joint City Council and Planning Commission work session of October 10, 2017; (2) Special City Council work session of October 10, 2017; and (3) Regular City Council meeting of October 10, 2017.

Motion carried 4-0. Council Member Trautmann was absent for the vote.

Item #1

### ANNUAL MEETING WITH THE PLANNING COMMISSION

Erin Vrieze Daniels, Planning Commission Chair, presented on the work of the Commission over the previous year.

<b>Item #2</b>	<b>CONFERRING OF RICHFIELD POLICE DEPARTMENT AWARDS</b>
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Chief Henthorne conferred Richfield Police Department awards to the following:

- Officer Dean – Medal of Merit
- Officer Bataglia – Medal of Merit
- Officer Stariha – Medal of Merit
- Sergeant Edwards – Department Commendation
- Officer Zabala – Department Commendation
- Sergeant Sieve – Department Commendation
- Officer Sheady – Department Commendation
- Officer Smith – Department Commendation
- Officer Schipp – Department Commendation
- Officer Mendoza – Department Commendation

<b>Item #3</b>	<b>COUNCIL DISCUSSION</b> <ul style="list-style-type: none"><li>• Hats Off to Hometown Hits</li></ul>
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Mayor Elliott invited everyone to coffee with a cop on October 26.

Council Member Trautmann spoke regarding coyotes in Richfield and not to approach or feed them; Wood Lake Nature Center and Friends of Wood Lake Half-Haunted House; and invited residents to visit the remodeled Aldi's.

Council Member Garcia spoke regarding an event on November 7 at the Pines on the latest devices for senior and people with disabilities.

Mayor Elliott spoke regarding the pumpkin give away and his enjoyment with meeting more people of Richfield as Mayor.

Council Member Howard spoke regarding Wood Lake Nature Center and Friends of Wood Lake Half-Haunted House and thanked the volunteers and staff and the City receiving the Community Builder Award from Aeon.

Council Member Regan Gonzalez spoke regarding the Community Builder Award from Aeon; thanked Richfield Police Department for the ceremony; and shared Metropolitan Airports Commission (MAC) updates including a Noise Oversight Committee listening session on October 25 at the MAC General Offices and on November 8 MAC District C open house at Bloomington City Hall.

Council Member Howard reminded everyone to vote for the school board election and referendums.

<b>Item #4</b>	<b>APPROVAL OF THE AGENDA</b>
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M/Elliott, S/Trautmann to approve the agenda.

Motion carried 5-0.



<b>Item #5</b>	<b>CONSENT CALENDAR</b>
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City Manager Devich presented the consent calendar.

- A. Consideration of the approval of resolutions for a Petition and Waiver Agreement and for the assessment of costs for the abatement of a hazardous property. Staff Report No. 171

RESOLUTION NO. 11424  
RESOLUTION APPROVING PETITION AND WAIVER AGREEMENT  
WITH RESPECT TO THE SPECIAL ASSESSMENT OF ABATEMENT  
COSTS AND ATTORNEY FEE JUDGMENT RELATING TO 7144 4TH  
AVENUE S, RICHFIELD, MINNESOTA 55423

RESOLUTION NO. 11425  
RESOLUTION ASSESSING COSTS INCURRED FOR THE ABATEMENT  
OF A HAZARDOUS PROPERTY RELATING TO 7144 4TH AVENUE  
SOUTH, RICHFIELD, MINNESOTA 55423

This resolution appears as Resolution No. 11424 and 11425.

- B. Consideration of the approval of a resolution amending the 2017-2018 labor agreement with the International Union of Operating Engineers Local 49. Staff Report No. 172

RESOLUTION NO. 11426  
RESOLUTION DESIGNATING CITY'S CONTRIBUTION TOWARDS  
HEALTH AND DENTAL INSURANCE PREMIUMS FOR EMPLOYEES  
COVERED BY THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 49

This resolution appears as Resolution No. 11426.

- C. Consideration of the award of contract to Shank Constructors, Inc. for the replacement of lime slakers in the water plant in the amount of \$383,800 and authorizing the City Manager to approve any contract changes under \$100,000 without further City Council authorization. Staff Report No. 173
- D. Consideration of the approval of the purchase of a backhoe loader from Ziegler Inc. for \$135,745 (less \$31,375 trade-in allowance, totaling \$104,370) for use by the Public Works Department. Staff Report No. 174
- E. Consideration of the approval of a new Therapeutic Massage Enterprise license for Professional Integrative Bodywork, LLC, located at 2934 66th Street West, Suite 25. Staff Report No. 175
- F. Consideration of the approval of the renewal of the contract with Adesa Minneapolis for 2017-2018 for auctioning forfeited vehicles from Public Safety/Police. Staff Report No. 176
- G. Consideration of the approval of a facility dedication request to dedicate the sledding hill in Monroe Park to the memory of Nicole Stavros. Staff Report No. 177
- H. Consideration of the approval to transfer projects to the Richfield Economic Development Authority. Staff Report No. 178

RESOLUTION NO. 11427  
RESOLUTION RELATING TO THE RICHFIELD ECONOMIC  
DEVELOPMENT AUTHORITY; TRANSFERRING CERTAIN PROJECTS

TO SUCH AUTHORITY; AND APPROVING MATTERS IN  
CONNECTION THEREWITH

This resolution appears as Resolution No. 11427.

M/Elliott, S/Howard to approve the consent calendar.

Motion carried 5-0.

<b>Item #6</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</b>
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None.

<b>Item #7</b>	<b>PUBLIC HEARING REGARDING THE SPECIAL ASSESSMENT ROLL FOR UNPAID FALSE ALARM USER FEES AGAINST PRIVATE PROPERTY. (S.R. NO. 179)</b>
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Mayor Elliott presented Staff Report No. 179 and opened the public hearing.

M/Garcia, S/Howard to close the public hearing.

Motion carried 5-0.

M/Elliott, S/Howard to approve a resolution adopting the assessment for unpaid false alarm user fees against private property.

RESOLUTION NO. 11428  
RESOLUTION ADOPTING ASSESSMENT FOR  
UNPAID FALSE ALARM FEES FROM PRIVATE PROPERTY

Motion carried 5-0. This resolution appears as Resolution No. 11428.

<b>Item #8</b>	<b>PUBLIC HEARING REGARDING THE SPECIAL ASSESSMENT ROLL FOR WEED ELIMINATION FROM PRIVATE PROPERTY AND REMOVAL OR ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM PRIVATE PROPERTY. (S.R. NO. 180)</b>
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Council Member Regan Gonzalez presented Staff Report No. 180 and opened the public hearing.

Mark Klein, 6937 Nicollet Ave, spoke regarding their assessment and believed the City erred in mowing their lawn prior to the date provided on the notice.

City Manager Devich responded the City will look into the matter and respond to Mr. Klein.

M/Howard, S/Elliott to close the public hearing.

Motion carried 5-0.

M/Regan Gonzalez, S/Elliott to approve a resolution adopting the assessment for weed elimination from private property and removal or elimination of public health or safety hazards from private property.

RESOLUTION NO. 11429  
RESOLUTION ADOPTING ASSESSMENT FOR  
WEED ELIMINATION FROM PRIVATE PROPERTY AND REMOVAL OR  
ELIMINATION OF PUBLIC HEALTH OR SAFETY HAZARDS FROM  
PRIVATE PROPERTY

Motion carried 5-0. This resolution appears as Resolution No. 11429.

<b>Item #9</b>	<b>CANCEL A PUBLIC HEARING TO CONSIDER A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT OF THE CEDAR POINT COMMONS SECOND ADDITION. (S.R. NO. 181)</b>
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Council Member Garcia presented Staff Report No. 181 and opened the public hearing.

M/Garcia, S/Regan Gonzalez to cancel a public hearing to consider approval of a final plat for the Cedar Point Commons Second Addition.

Motion carried 5-0.

<b>Item #10</b>	<b>CONSIDERATION OF THE APPROVAL OF AN ORDINANCE AMENDING RESIDENTIAL DRIVEWAY REGULATIONS AND CONSIDERATION OF A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE. (S.R. NO. 182)</b>
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Council Member Howard presented Staff Report No. 182. He discussed the impetus for this change and thanked City staff for their work on the issue. He asked staff to provide additional information.

Associate Planner Brillhart provided additional information from the staff report.

Mayor Elliott asked if there was a visual to provide more clarification on the changes.

Associate Planner Brillhart displayed pictures provided in the staff report and described the changes as shown in the diagrams and pictures.

M/Howard, S/Elliott to approve an ordinance amending residential driveway regulations and approve a resolution authorizing summary publication of an ordinance amending residential driveway regulations.

RESOLUTION NO. 11430  
RESOLUTION APPROVING SUMMARY PUBLICATION  
OF AN ORDINANCE TO UPDATE RESIDENTIAL DRIVEWAY  
REGULATIONS

Motion carried 5-0. This resolution appears as Resolution No. 11430.

<b>Item #11</b>	<b>CONSIDERATION OF THE APPROVAL OF A RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR \$4,310,000 TO BE USED IN RIGHT-OF-WAY ACQUISITION FOR THE 77TH STREET EXTENSION AND CROSSING OF TRUNK HIGHWAY 77. (S.R. NO. 183)</b>
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Council Member Garcia presented Staff Report No. 183.

M/Garcia, S/Elliott to approve a resolution authorizing the City of Richfield to enter into a Local Road Improvement Program Grant Agreement with the Minnesota Department of Transportation (MnDOT Agreement No. 1029344) for \$4,310,000 to be used in right-of-way acquisition for the 77th Street Extension and Crossing of Trunk Highway 77.

RESOLUTION NO. 11431  
RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER  
INTO A LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT  
AGREEMENT WITH THE MINNESOTA DEPARTMENT OF  
TRANSPORTATION FOR \$4,310,000 FOR PURCHASE OF RIGHT OF  
WAY ASSOCIATED WITH THE 77TH STREET EXTENSION AND  
CROSSING OF TRUNK HIGHWAY 77

Motion carried 5-0. This resolution appears as Resolution No. 11431.

<b>Item #12</b>	<b>CONSIDERATION OF THE APPROVAL OF RESOLUTIONS TO EITHER APPROVE OR DENY A CONDITIONAL USE PERMIT AND VARIANCES FOR A RESTAURANT WITH A DRIVE-THRU AT 6529 PENN AVENUE, 6545 PENN AVENUE AND 2210 66TH STREET WEST. (S.R. NO. 184)</b>
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Council Member Trautmann presented Staff Report No. 184. He commented he had visited a Dunkin Donuts in New Hope to listen to the drive thru speaker system. He stated he was in favor of the application. Council Member Regan Gonzalez asked if the New Hope location had the new technology. Council Member Trautmann stated he did not know.

Damon Dranchak, Dunkin Donuts Franchisee, stated the location in New Hope did not have the new technology and described how the technology they were proposing worked.

Council Member Howard commented that he went to the McDonald's in New Hope, which has the new technology, and did not believe there would be an issue with noise.

Mayor Elliott discussed the impact of this development on Penn Avenue and felt comfortable with the proposal.

Council Member Howard asked if the developer/franchisee could assure the Council that they would work with residents if there were issues. Karla Carlson, Penn Avenue Partners II, assured they would do everything they can to work with residents on any issues, but doesn't believe there will be an issue with the technology and buffer.

Council Member Howard asked about the buffer. Karla Carlson and Assistant Community Development Director Poehlman stated the additional buffer was agreed to and language is provided in the approval resolution. Council Member Howard stated his support for the project.

M/Trautmann, S/Regan Gonzalez to approve a resolution to approve a conditional use permit and variances for a restaurant with a drive-thru at 6529 Penn Avenue, 6545 Penn Avenue and 2210 66th Street West.

RESOLUTION NO. 11433  
RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND  
VARIANCES FOR A RESTAURANT WITH DRIVE-THRU AT 6529 PENN  
AVENUE AND SITE PLAN APPROVAL AT 6545 PENN AVENUE AND  
2210 66TH STREET W

Motion carried 5-0. These resolutions appear as Resolution No. 11433.

<b>Item #13</b>	<b>CONSIDERATION OF YOUTH APPOINTMENTS TO CITY ADVISORY BOARD/COMMISSIONS. (S.R. NO. 185)</b>
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Council Member Regan Gonzalez presented Staff Report No. 185.

Council Member Regan Gonzalez read the names and commissions of those appointed:

- Ruth Kiflu – Advisory Board of Health
- Hayley Hedges – Community Services Commission
- Diana Bautista – Community Services Commission
- Grace Verbrugge – Human Rights Commission
- Matthew Kiflu – Human Rights Commission

M/Regan Gonzalez, S/Elliott to appoint persons to fill vacant youth terms on City advisory board/commissions.

Motion carried 5-0.

<b>Item #14</b>	<b>CONSIDERATION OF THE CITY COUNCIL'S APPROVAL OF THE MAYOR'S APPOINTMENT OF A HOUSING AND REDEVELOPMENT AUTHORITY (HRA) COMMISSIONER. (S.R. NO. 186)</b>
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Mayor Elliott presented Staff Report No. 186.

Mayor Elliott commented that although it is the Mayor's appointment, the cooperative work of the Council allowed him to solicit feedback from the other Council Members in making a selection and announced he would request appointment of Erin Vrieze Daniels.

M/Garcia, S/Elliott to approve the Mayor's appointment of Erin Vrieze Daniels as an HRA Commissioner for a five year term commencing November 20, 2017 and expiring November 20, 2022.

Motion carried 5-0.

<b>Item #15</b>	<b>CITY MANAGER'S REPORT</b>
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City Manager Devich discussed the Richfield Police Department awards and that he was proud of the RPD. He also discussed the path to getting the 77th Street Underpass completed.

<b>Item #16</b>	<b>CLAIMS AND PAYROLLS</b>
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>10/24/17</b>
A/P Checks: 262904 - 263299	\$ 1,399,399.70
Payroll: 131170 – 131490 - 131825 ; 42783	638,513.73
<b>TOTAL</b>	<b>\$ 2,037,913.43</b>

Motion carried 5-0.

<b>OPEN FORUM</b>
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None.

<b>Item #17</b>	<b>ADJOURNMENT</b>
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The City Council Meeting was adjourned by unanimous consent at 8:26 p.m.

Date Approved: November 20, 2017

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Pat Elliott  
Mayor

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Jared Voto  
Executive Aide/Analyst

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Steven L. Devich  
City Manager



**STAFF REPORT NO. 187**  
**CITY COUNCIL MEETING**  
**11/20/2017**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
11/3/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
11/3/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a resolution approving deferral of special assessments against an owner occupied property.**

**EXECUTIVE SUMMARY:**

Under Minnesota law, cities are authorized to defer the payment of special assessments for any homestead property that meet certain requirements. The City Council most recently approved an updated policy for the deferment of special assessments at the September 12, 2017, City Council meeting.

An application for deferment of special assessments has been received. The property, 6745 Wentworth Avenue, meets the requirements as outlined in the City policy. The amount of the proposed deferred assessment is \$1,936.57.

**RECOMMENDED ACTION:**

**By Motion: Approve a resolution approving eligible deferral of special assessments against owner occupied homestead properties in hardship cases for qualifying owners.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- None

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Resolution No. 11385, approved by the City Council on September 12, 2017, authorizes the City to approve requests for the deferment of special assessments upon homestead properties owned by persons 65 years of age or older or by persons of permanent total disability, or for members of the Minnesota National Guard or other military reserves, for whom it would be a hardship to pay such special assessments.
- An application for deferment of payment of special assessments has been received. The request is for the 2017 Alley Paving assessment, payable 2018, in the amount of \$1,936.57.
- Staff has determined that the applicant is eligible according to the provisions contained in Resolution No. 11385.

**C. CRITICAL TIMING ISSUES:**

- None

D. **FINANCIAL IMPACT:**

- The amount of the special assessment to be deferred is \$1,936.57.

E. **LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- Do not approve the resolution deferring the special assessment; however, this may cause severe financial hardship for the applicant.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter



**RESOLUTION NO.**

**RESOLUTION APPROVING ELIGIBLE DEFERRAL  
OF SPECIAL ASSESSMENTS AGAINST OWNER OCCUPIED  
HOMESTEAD PROPERTIES IN HARDSHIP CASES FOR QUALIFYING OWNERS**

**WHEREAS**, Resolution No. 11385 was passed by the City Council on September 12, 2017, establishing procedures for deferment of special assessments against owner occupied homestead properties of persons 65 years of age or older and persons permanently and totally disabled, and, owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service for whom it would be a hardship to make payments;

**WHEREAS**, application for deferral of payment of special assessments have been made on forms prescribed by the county auditor and the homeowner has furnished the city the necessary information for determining eligibility in compliance with Minnesota Statutes, Section 435.193 to 435.195.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, Minnesota, that the following owner-occupied property be approved for deferral of special assessments as listed below:

PROPERTY ID	AMOUNT
27-028-24-31-0008	\$1,936.57

1. Such deferral of payment of special assessments shall terminate and all amounts accumulated, plus applicable interest, shall become due upon the occurrence of any of the following events:
  - (a) death of the owner, provided that the surviving spouses is not eligible for the benefits hereunder;
  - (b) the sale, transfer or subdivision of the property or any part thereof;
  - (c) if the property should for any reason lose its homestead status; or
  - (d) if for any reason the taxing authority deferring the payments shall determine that there would be no hardship to require immediate or partial payment.
2. That the City Clerk is hereby authorized to certify a copy of this resolution to the County Auditor of Hennepin County, Minnesota.

Passed by the City Council of the City of Richfield, Minnesota this 20th day of November, 2017.

\_\_\_\_\_  
Pat Elliott, Mayor

ATTEST

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 188**  
**CITY COUNCIL MEETING**  
**11/20/2017**

REPORT PREPARED BY: Jennifer J. Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/2/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
11/3/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the renewal of the Public Health and Environmental Health Mutual Aid Agreement.**

**EXECUTIVE SUMMARY:**

The Public Health and Environmental Health Mutual Aid Agreement is designed to strengthen the preparedness of the public health system in Minnesota. It was last approved by the Council in late 2011. This new agreement will be effective from January 1, 2018 - December 31, 2022.

Minnesota State Statutes Section 471.59 states that political subdivisions of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties. In 2006, a total of eleven political subdivisions met and cooperatively prepared a Public Health Mutual Aid Agreement between them to strengthen the preparedness of the public health system in Minnesota. This mutual aid agreement was originally approved by the Richfield City Council in January 2007.

Emergencies may occur in the future which will require local public health entities to come to the aid and assistance of other local public health entities. Therefore, the intent of the agreement is to make personnel, equipment and other resources available to other participants in the event of an emergency, training, drill and/or exercise.

**RECOMMENDED ACTION:**

**By Motion: Approve a Public Health and Environmental Health Mutual Aid Agreement.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- It should be noted that Richfield does not have its own personnel staffing the food inspection area of Richfield but rather contracts with the City of Bloomington for these services. Nonetheless, from a legal standpoint, they would like Richfield's individual approval of the agreement.
- Hennepin County is proposing renewal of it once again with the agreement in effect from January 1, 2018 and terminating December 31, 2022. City Attorney Mary Tietjen has reviewed the document and approved its contents.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- It is recognized and acknowledged that in certain situations, including but not limited to, natural

disasters, public health emergencies, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, or training, drills or exercises in preparation for any of these eventualities, the use of personnel, equipment, supplies and/or services of a local public health entity to perform functions outside its jurisdictional limits is desirable and necessary to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota.

**C. CRITICAL TIMING ISSUES:**

- This new agreement must be approved and forwarded to Hennepin County before December 31, 2017, so that the City can continue to participate in the mutual aid agreement.

**D. FINANCIAL IMPACT:**

- N/A

**E. LEGAL CONSIDERATION:**

- The City Attorney has reviewed this agreement and approved its contents.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council could decide not to approve the agreement. This would mean that Richfield could not depend on counties or cities within the seven county metro area to provide public health or environmental health mutual aid to Richfield in the event it was needed.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

Description	Type
▢ Agreement	Contract/Agreement

## **MUTUAL AID AGREEMENT**

### **Twin Cities Public Health and Environmental Health Entities in Minnesota**

THIS Twin Cities Public Health and Environmental Health Entities In Minnesota Mutual Aid Agreement (“Agreement”) is among the County of Anoka, County of Carver, County of Dakota, County of Hennepin, County of Ramsey, County of Scott, County of Washington, City of Bloomington, City of Brooklyn Park, City of Edina, City of Maplewood, City of Minneapolis, City of Minnetonka, City of St. Paul, City of Richfield, City of Wayzata, and the University of Minnesota (the “Party” or “Parties” depending on context).

WHEREAS, pursuant to Minnesota Statutes Section 471.59, governmental units of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties; and

WHEREAS, the purpose of this Agreement is to strengthen the preparedness of the public health and environmental health system in Minnesota; and

WHEREAS, emergencies may occur in the future which will require local public health and/or environmental health entities to come to the aid and assistance of other local public health or environmental health entities; and

WHEREAS, the Parties participating in this Agreement have determined that it is in their best interests to assist one another in the event of an emergency, training, drill or exercise; and

WHEREAS, the intent of this Agreement is to make personnel, equipment, and other resources available to governmental units in the event of an emergency, training, drill or exercise.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

#### **I. PURPOSE**

In certain situations, including but not limited to, natural disasters, public health emergencies, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, disease outbreaks, or special events, or trainings, drills or exercises in preparation for any of these eventualities, the cooperative use of the personnel, equipment, supplies and/or services of local governmental units is desirable and necessary to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota.

This Agreement only addresses assistance provided by a Participating party in response to a request made by a Requesting party and does not affect the applicability of Minn. Stat. § 12.331, Minn. Stat. § 12.33, or other pertinent laws to other activities that may be undertaken by a political subdivision.

The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.

## II. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

- A. “Party” or “Parties” means one or more governmental unit(s) that is a signatory to this Agreement.
- B. “Employee” means those personnel currently working for a Party including, elected and appointed officials, officers and volunteers who are registered with and under the direction and control of that Party as required by Minn. Stat. §12.22, subd. 2a (a).
- C. “Participating party” means the local public health, environmental health, or human services authority of a governmental unit that is a Party to this Agreement.
- D. “Requesting Official” means the person designated by a Participating party who is responsible for requesting Assistance from the other Participating parties.
- E. “Requesting party” means a Participating party that requests assistance from one or more other Participating parties.
- F. “Assisting Official” means the person designated by a Participating party who is responsible to determine whether and to what extent that Participating party should provide assistance to a Requesting party.
- G. “Assisting party” means a Participating party that provides Assistance to a Requesting party under this Agreement.
- H. “Assistance” means Public Health, Environmental Health, Behavioral Health, or Human Services resources, such as personnel, services, equipment, supplies, and facilities.
- I. “Incident” means an occurrence, natural or manmade, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, tornadoes, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response, or special events, or trainings, drills or exercises in preparation for any of these eventualities.

### III. PROVISION OF MUTUAL AID

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Participating parties relating to an Incident, the Requesting Official may, orally or in writing, call upon the Assisting Official of any other Participating party to furnish assistance. The Requesting party, within a reasonable period of time, shall provide each Assisting party with a written confirmation of the need for assistance including details regarding requested resources, timelines/schedules and location(s) for Assistance.
- B. Response to Request. Upon the oral or written request for Assistance from a Requesting party, the Assisting Official may authorize and direct the Participating party's personnel to provide assistance to the Requesting party. This decision will be made after considering the needs of the Assisting party and the availability of resources. Once Assistance has been authorized, the Assisting party, within a reasonable period of time, shall provide the Requesting party with a written confirmation of assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. Recall and Release of Assistance. The Assisting Official may at any time recall such Assistance when in his or her sole discretion or by an order from the governing body of the Assisting party or its designee, it is considered to be in the best interest of the Assisting party to do so. The Requesting party may at any time release an Assisting party or an individual from providing any further Assistance.
- D. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.
- E. Command and Control. The Requesting party shall be responsible for command of the Incident for which Assistance is requested. Resources deployed by the Assisting party(s) shall be under the direction and control of the Requesting party until the Assisting Official(s) withdraw assistance; or the Requesting party delegates direction and control of the Incident to the Assisting party(s). If direction and control is delegated, the Requesting party shall transfer command in writing. At a minimum, the writing transferring command shall identify the Assisting party's scope of authority and Incident objectives. As necessary, it shall also identify pertinent legal and policy restraints, cost considerations, and other pertinent information.

This Agreement does not prevent Participating parties from managing an Incident under a unified incident command structure, as that term, or a similar term, is used and commonly accepted in the industry.

#### IV. LIABILITY

The liability of the Parties shall be governed by the provisions herein and by Minnesota Statute Section 471.59.

- A. For purposes of determining total liability for damages, the Parties are considered a single governmental unit and the total liability for all Parties shall not exceed the limits on governmental liability for a single governmental unit, subject to the limits of liability under Minnesota Statutes Chapter 466 and as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a) as well as all other applicable laws, rules, and regulations, including common law. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any Party.
- B. Each Party requesting Assistance shall defend, indemnify and hold harmless each Party providing Assistance, its Employees, officers and elected and appointed officials against any and all claims brought or actions filed against the Party providing Assistance and its Employees for injury to, death of, or damage to the property of any third person or persons, for claims arising from performance hereunder and/or the provision of Assistance in responding to a request for Assistance pursuant to this Agreement.
- C. For purposes of Minnesota Statutes Chapter 466, the Employees of the Party providing Assistance are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Party requesting Assistance, but only for purposes of addressing liability under this Agreement. The Employees of the Party providing Assistance shall not be considered employees of the Party requesting Assistance for any other purpose.
- D. Each Participating party agrees to promptly notify the other Participating parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Parties, and arising out of acts or omissions related to this Agreement.
- E. No Party to this Agreement or any Employee of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling or releasing Assistance as described in this Agreement.

- F. If a Party utilizes contractors or agents to provide services or Assistance under this Agreement, the Party shall execute a contract with any such contractor(s) and agent(s) including, to the extent practicable, the following language:

“CONTRACTOR shall defend, indemnify, and hold harmless (insert name of Party/jurisdiction), its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney’s fees, resulting directly or indirectly from any act or omission of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and omissions they may be liable in the performance of the services required by this Contract, and against all loss by reason of the failure of the CONTRACTOR to perform fully, in any respect, all obligations under this contract.

In order to protect the CONTRACTOR and those listed above under the indemnification provision, the CONTRACTOR agrees at all times during the term of this Contract, and beyond such term when so required, to have and keep in force the following insurance coverages, in amounts equal at least to the municipal tort liability limits of Minnesota Statutes Chapter 466 or other applicable law as currently in effect or as may be amended from time to time, unless specific dollar limits are otherwise provided herein:

- (1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate

Products—Completed Operations Aggregate

Personal and Advertising Injury

Each Occurrence—Combined Bodily

Injury and Property Damage

- (2) Workers’ Compensation and Employer’s Liability:

Workers’ Compensation

As required by Minnesota law.

Employer’s Liability. Bodily injury by:

Accident—Each Accident

Disease—Policy Limit

Disease—Each Employee

- (3) Professional Liability—Per Claim and Aggregate



The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this contract. Copies of insurance policies shall be promptly submitted to (insert name of Party/jurisdiction) upon written request.

The CONTRACTOR shall not commence work until it has obtained required insurance. The certificate(s) shall name (insert name of Party/jurisdiction) as the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under the Contract.

The CONTRACTOR shall furnish to (insert name of Party/jurisdiction) updated certificates during the term of this Contract as insurance policies expire. If the CONTRACTOR fails to furnish proof of insurance coverages, (insert name of Party/jurisdiction) may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. (Insert name of Party/jurisdiction) does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

Duty to Notify. The CONTRACTOR shall promptly notify (insert name of Party/jurisdiction) of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. The CONTRACTOR shall also notify (insert name of Party/jurisdiction) whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or (insert name of Party/jurisdiction) might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.”

## V. WORKER’S COMPENSATION

Each Party shall be responsible for injuries or death of its own Employees “to the extent required by law”. Each Party will maintain worker’s compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance

pursuant to this Agreement. Each Party waives the right to sue any other Party for any worker's compensation benefits paid to its own Employee or their dependents, even if the injuries were caused wholly or partially be the negligence of any other Party or employees.

VI. DAMAGE TO EQUIPMENT, SUPPLIES, FACILITIES

Each Party, to the extent a Party is at fault, shall be responsible for damages to or loss of its equipment, supplies and facilities while acting within the scope of this Agreement.

VII. CHARGES TO THE REQUESTING PARTY

- A. No charges will be levied by a Assisting party to this Agreement for Assistance rendered to a Requesting party under the terms of this Agreement unless that Assistance continues for a period of more than eight (8) hours, as measured from the time Assisting party begins to provide Assistance after being specifically directed by the Requesting party to perform a task or tasks, unless the Requesting party is eligible to obtain reimbursement for expenses it incurred during this period from the United States, the State of Minnesota, or any other source. In that event the Requesting party shall take all steps necessary to seek reimbursement to the Assisting party for the actual cost of any Assistance provided during this initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
- B. If Assistance provided under this Agreement continues for more than eight (8) hours, the Assisting party shall submit to the Requesting party an itemized bill for the actual cost of any Assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting party shall reimburse the Party providing the Assistance for that amount. Any such reimbursement request must be submitted in writing to the Requesting party no later than ninety (90) days after the last day that the Assisting party provides the assistance.
- C. The ability to levy such charges is not contingent upon the availability of federal or state government funds to reimburse the charges.

VIII. DURATION

This Agreement will become effective as to each Party on the later of the date that the Party executes this Agreement or January 1, 2018, and shall terminate December 31, 2022, unless terminated sooner pursuant to section XI herein. Copies of the executed Agreement shall be provided to:

Hennepin County Human Services Public Health Department

Attention: Emergency Preparedness Unit Supervisor

1011 First Street South, Suite 215

Hopkins, MN 55343

(612) 543-5220

IX. MERGER AND MODIFICATION

- A. The entire Agreement between the Parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. The matters set forth in the “WHEREAS” clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.

X. WITHDRAWAL

- A. Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days’ prior written notice to the other Parties herein, consistent with XVI herein. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- C. The terms of Sections II, III, IV, V, VI, XI, and XII shall survive the expiration, termination or withdrawal from this Agreement.

XI. RECORDS – AVAILABILITY/ACCESS

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Parties agree that the any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, or ultimate funding sources, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

XII. DATA PRIVACY

Each Party, its Employees and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health

Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

XIII. COMPLIANCE

Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

XIV. EXECUTION

Each Party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

XV. ADDITIONAL PARTIES AND COUNTERPARTS

A local government unit may become a participant in this Agreement upon execution by its governing body and the consent of all of the Parties as evidenced by formal action of their governing bodies. Each Party, at its sole discretion, may designate and authorize an agent to act on behalf of the Party with respect to granting or withholding approval of the addition of a new Party under this section.

XVI. CONTRACT ADMINISTRATION

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Party shall designate a contact person, and provide written notice to all other Parties of the name and pertinent contact information for that Party's contact person. Parties shall update this information in writing as needed to maintain current contact information.

XVII. DISTRIBUTION OF PROPERTY

Any property belonging to or acquired by any Party shall remain the property of that Party, until and unless ownership of the property is transferred by sale, donation, or other means memorialized in writing.

*A SIGNATURE PAGE FOR EACH PARTY SHALL BE ATTACHED*



**STAFF REPORT NO. 189**  
**CITY COUNCIL MEETING**  
**11/20/2017**

REPORT PREPARED BY: Jay Henthorne, Director of Public Safety/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/2/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
11/3/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership training in 2018.**

**EXECUTIVE SUMMARY:**

Hennepin County has presented an agreement on behalf of the Hennepin County Human Services and Public Health Department to furnish a Police Cadet and/or Community Service Officer (CSO) position for the City of Richfield and its Police Department along with multicultural training for department personnel. The agreement is a continuation of the 2017 agreement and is for the period of January 1 to December 31, 2018. The funding from Hennepin County will not exceed \$20,000 for 2018.

**RECOMMENDED ACTION:**

**By Motion: Approve an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet and/or Community Service Officer position and Joint Community Police Partnership training in 2018.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Richfield Police Department has, in the past, hired a Police Cadet with the funding supplied by Hennepin County. The Department plans on hiring a Cadet and/or CSO this year, and will utilize the \$15,000 funds budgeted in the contract for the salary expenses. The remaining \$5,000 will be used to support the Joint Community Police Partnership (JCPP) program's meetings and trainings (Teen Academy, PMAC, Explorers) for the community.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Hennepin County notified the City that they wished to renew the contract with the City of Richfield.
- The Public Safety/Police Department wishes to renew the contract with Hennepin County for the Joint Community Police Partnership program.

**C. CRITICAL TIMING ISSUES:**

- The agreement must be signed for the Joint Community Police Partnership program to continue and for funding to be received.

**D. FINANCIAL IMPACT:**

- The total cost of this agreement shall not exceed twenty thousand dollars (\$20,000) to be paid by Hennepin County in accordance with the terms of the agreement.
- \$5,000 is to be used for JCPP programs.
- \$15,000 is to be used as salary expense for a Cadet and/or Community Service Officer.

**E. LEGAL CONSIDERATION:**

- There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

- The Council may choose to not sign the contract, which would make the agreement null and void, with the County and the department would have to discontinue the JCPP program.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Agreement	Contract/Agreement



## **PERSONAL/PROFESSIONAL SERVICE AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY"), on behalf of the Hennepin County Human Services and Public Health Department, and City of Richfield, 6700 Portland Avenue South, Richfield, Minnesota 55423 ("CONTRACTOR"), a Minnesota government entity.

The parties agree as follows:

### **1. TERM AND COST OF THE AGREEMENT**

CONTRACTOR shall furnish services to COUNTY commencing January 01, 2018, and expiring December 31, 2018, unless cancelled or terminated earlier in accordance with the provisions herein.

CONTRACTOR shall be paid upon completion of negotiated terms as agreed upon in Attachment A. The total cost of this Agreement shall not exceed Twenty Thousand Dollars (\$20,000.00).

Except for the payments expressly set forth herein, costs and expenses for travel, airfare, lodging, per diem, parking, mileage, ground transportation, and all other costs or reimbursable expenses shall be paid by the CONTRACTOR and not reimbursed by the COUNTY.

### **2. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide the following services: implementation of the Joint Community Police Partnership (JCPP) Project, This is more fully described in Attachment A.

Where applicable, works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of COUNTY. CONTRACTOR assigns to COUNTY all right, title, interest and copyrights in and to the copyrightable material. CONTRACTOR shall also, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to obtain and register copyrights in those materials.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any

material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices, as more fully described in Attachment B. CONTRACTOR shall submit invoices quarterly for services rendered on forms which may be furnished by COUNTY. Payment shall be made within thirty-five (35) days from receipt of the invoice.

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local or federal law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION



In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

8. INSURANCE

CONTRACTOR warrants that it has a purchased insurance or self-insurance program.

9. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

10. DATA

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA).

For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements herein.

If CONTRACTOR has access to or possession/control of Data (as defined herein), CONTRACTOR shall safeguard and protect the Data in accordance with generally accepted industry standards, all laws, and all applicable COUNTY policies, rules and direction; to the extent of any inconsistency, CONTRACTOR shall follow the strictest requirements. CONTRACTOR shall immediately notify COUNTY of any actual or suspected security breach or unauthorized access to Data, and then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

11. RECORDS - AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

12. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.

- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.
- E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

13. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. CONTRACTOR and COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- C. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- D. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

14. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. For purposes of this subsection, "Data" means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

Upon expiration, cancellation or termination of this Agreement:

- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such Data. If COUNTY permits CONTRACTOR to retain copies of the Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such Data.

- (3) Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, CONTRACTOR shall, upon COUNTY's request, certify destruction of any Data so specified by COUNTY.
- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- G. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

16. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Human Services and Public Health Department department so as to accomplish the purposes of this Agreement, Monique Drier-Sutton, JCPP Supervisor, or successor ("Contract Administrator"), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

17. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

18. PAPER RECYCLING

COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

19. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

20. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

21. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

22. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

23. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the "JPA"); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA ("Cooperative Members"); (3) if agreed upon pursuant to a separate agreement between CONTRACTOR and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement including but not limited to price/cost; and (4) COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CONTRACTOR.

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**COUNTY BOARD AUTHORIZATION**

Reviewed for COUNTY by  
the County Attorney's Office:

COUNTY OF HENNEPIN  
STATE OF MINNESOTA  
By:

Reviewed for COUNTY by:

ATTEST:

Board Resolution No:

By:

Document Assembled by:



**Jennifer Miller**

E-signed 2017-10-11 02:45PM CDT

Jennifer.Miller@hennepin.us

Hennepin County

Contract Services Analyst





CONTRACTOR - City of Richfield

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.\*

By:

By:

\*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

## **ATTACHMENT A: Scope of Services**

The Joint Community Police Partnership (JCPP) is a collaborative effort of the cities of St. Louis Park, Richfield, Hopkins, Bloomington, Brooklyn Park, Brooklyn Center, Crystal and Hennepin County. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement. The JCPP collaborates with law enforcement to assist in the recruitment, selection and training of police officers; as well as cadets, Community Service Officers (CSO), Reserves and Explorers.

As part of its collaboration with JCPP, CONTRACTOR will provide the following:

### **A. LAW ENFORCEMENT SELECTION AND TRAINING**

1. **SELECTION:** CONTRACTOR shall conduct recruitment, interviewing, testing and selection of cadets, CSOs, Reserves, and/or Explorers with a goal of expanding representation of diverse communities in law enforcement. Candidates must pass police screening and background checks as necessary.
2. **TRAINING:** CONTRACTOR shall provide supervision, support, and training of selected cadets, CSOs, Reserves, and Explorers in its police department. Training and educational opportunities will be in conformance with police department rules and procedures. CONTRACTOR's police department will coordinate the training of the participants in conjunction with the JCPP. Participants will complete relevant law enforcement training under the direct supervision of police and academic representatives. Any transcripts, enrollment records, and performance reviews by supervising police officers will be provided upon request. Any cadets will train for up to twenty (20) hours per week and maintain acceptable academic performance in post-secondary law enforcement education.

### **B. POLICE COMMUNITY OUTREACH**

CONTRACTOR's police department will participate in outreach activities including community dialogues, culturally specific community events, New American Academies, and Youth/Teen Academies.

**ATTACHMENT B: Financial Information****CITY OF RICHFIELD  
1/1/18 – 12/31/18**

<b>Budget Categories</b>	<b>Amount</b>
1. Cadet/Community Service Officer Salary	\$15,000
2. Additional Miscellaneous Training Dollars & Expenses	\$5,000
<b>TOTAL</b>	<b>\$20,000</b>

CONTRACTOR agrees to match this funding by an equal amount or as closely as possible to the amounts listed in the above-referenced budget.



**STAFF REPORT NO. 190**  
**CITY COUNCIL MEETING**  
**11/20/2017**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/2/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
11/3/2017

**ITEM FOR COUNCIL CONSIDERATION:**

Consideration of the approval of setting a public hearing to be held on December 12, 2017, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2018 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, GM Richfield, LLC d/b/a Four Points by Sheraton Minneapolis Airport, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Pizza Luce VII, Inc. d/b/a Pizza Luce, Minneapolis-Richfield American Legion Post 435, and Fred Babcock VFW Post 5555 d/b/a Four Nickels Food & Drink.

**EXECUTIVE SUMMARY:**

Richfield City Ordinance provides that the City Council conduct a public hearing to consider the renewal of all On-Sale Liquor license renewals and a date be set for the public hearing. This request is for the approval of setting the public hearing for December 12, 2017, for the consideration of these license renewals.

**RECOMMENDED ACTION:**

**By Motion:** Approve the setting of a public hearing to be held on December 12, 2017, for the consideration of the renewal of On-Sale Intoxicating and Sunday Liquor licenses for 2018 for El Tejaban Mexican Grill, LLC d/b/a El Tejaban Mexican Grill, Thompson's Fireside Pizza, Inc. d/b/a Fireside Foundry, GM Richfield, LLC d/b/a Four Points by Sheraton Minneapolis Airport, Frenchman's Pub, Inc. d/b/a Frenchman's, VPC Richfield Pizza, LLC d/b/a Giordano's of Richfield, Wiltshire Restaurants, LLC d/b/a Houlihan's Restaurant & Bar, Paisan, Inc. d/b/a Khan's Mongolian Barbeque, Lyn 65, LLC d/b/a Lyn 65 Kitchen & Bar, Pizza Luce VII, Inc. d/b/a Pizza Luce, Minneapolis-Richfield American Legion Post 435, and Fred Babcock VFW Post 5555 d/b/a Four Nickels Food & Drink.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The On-Sale Liquor licenses for restaurant establishments will expire on December 31, 2017.
- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 12, 2017, will provide ample time to complete the

licensing process before January 1, 2018.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Richfield City ordinance provides that the City Council conduct a public hearing to consider all On-Sale Intoxicating Liquor license renewals.

**C. CRITICAL TIMING ISSUES:**

- Current On-Sale Intoxicating Liquor licenses will expire on December 31, 2017.

**D. FINANCIAL IMPACT:**

- None

**E. LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- Schedule the hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at the meeting.



**STAFF REPORT NO. 191**  
**CITY COUNCIL MEETING**  
**11/20/2017**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/2/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
11/3/2017

**ITEM FOR COUNCIL CONSIDERATION:**

Consideration of the approval of setting a public hearing to be held on December 12, 2017, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2018 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC, d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant.

**EXECUTIVE SUMMARY:**

Richfield City ordinance provides that the City Council conduct a public hearing to consider the renewal of all On-Sale Wine and 3.2 Percent Malt Liquor license renewals and a date be set for the public hearing. This request is for the approval of the setting of the public hearing for December 12, 2017, for the consideration of these license renewals.

As of August 1, 2017, both Noodles & Co. locations in Richfield have decided to discontinue serving liquor and will not be renewing their license for 2018.

**RECOMMENDED ACTION:**

By Motion: Approve the setting of a public hearing to be held on December 12, 2017, for the consideration of the renewal of On-Sale Wine and On-Sale 3.2 Percent Malt Liquor licenses for 2018 for Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, Davanni's, Inc. d/b/a Davanni's Pizza & Hot Hoagies, Joy's Pattaya Thai Restaurant, LLC d/b/a Joy's Pattaya Thai Restaurant, Minnesota Junior Hockey Group, LLC d/b/a Minnesota Magicians (located in the Richfield Ice Arena), My Burger Operations, LLC, d/b/a My Burger, Patrick's French Bakery, Inc. d/b/a Patrick's Bakery & Café, Henry Thou d/b/a Red Pepper Chinese Restaurant.

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The On-Sale Wine and 3.2 Percent Malt Liquor licenses for restaurant establishments will expire on December 31, 2017.

- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 12, 2017, will provide ample time to complete the licensing process before January 1, 2018.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Richfield City ordinance provides that the City Council conduct a public hearing to consider all On-Sale Wine and 3.2 Percent Malt Liquor license renewals.

**C. CRITICAL TIMING ISSUES:**

- Current On-Sale Wine and 3.2 Percent Malt Liquor licenses will expire on December 31, 2017.

**D. FINANCIAL IMPACT:**

- None

**E. LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- Schedule the hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at the meeting.



**STAFF REPORT NO. 192**  
**CITY COUNCIL MEETING**  
**11/20/2017**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
11/2/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
11/3/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of setting a public hearing to be held on December 12, 2017, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer license for 2018 for Metro Pawn and Gun, Inc.**

**EXECUTIVE SUMMARY:**

Richfield City ordinance requires that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewal and a date be set for the public hearing. This request is for the approval of the setting of the public hearing for December 12, 2017, for the consideration of this license renewal.

University Cash Co. Inc d/b/a Avi's Pawn will be closing their business at the end of the year and will not be renewing their license for 2018.

**RECOMMENDED ACTION:**

**By Motion: Approve the setting of a public hearing to be held on December 12, 2017, for the consideration of the renewal of Pawnbroker and Secondhand Goods Dealer license for 2018 for Metro Pawn and Gun, Inc.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- The Pawnbroker and Secondhand Goods Dealer license for pawnshops will expire on December 31, 2017.
- Hearings must be scheduled and held before a renewal license may be considered.
- The renewal process has been initiated.
- Holding the public hearing on December 12, 2017, will provide ample time to complete the licensing process before January 1, 2018.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- Richfield City ordinance provides that the City Council conduct a public hearing to consider the Pawnbroker and Secondhand Goods Dealer license renewal.

**C. CRITICAL TIMING ISSUES:**



- Current Pawnbroker and Secondhand Goods Dealer licenses will expire on December 31, 2017.

D. **FINANCIAL IMPACT:**

- None

E. **LEGAL CONSIDERATION:**

- None

**ALTERNATIVE RECOMMENDATION(S):**

- Schedule the hearing for another date; however, this will delay the licensing process.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

There are no parties expected at the meeting.



**STAFF REPORT NO. 193**  
**CITY COUNCIL MEETING**  
**11/20/2017**

REPORT PREPARED BY: Chris Regis, Finance Manager

DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, City Manager  
11/8/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager  
11/8/2017

**ITEM FOR COUNCIL CONSIDERATION:**

**Consideration of the approval of a resolution authorizing the refunding of the \$4,550,000 G.O. Capital Improvement Plan Bonds, Series 2009A, dated January 14, 2009 with the \$3,205,000 G.O. Capital Improvement Plan Refunding Bonds, Series 2017B.**

**EXECUTIVE SUMMARY:**

At the September 26, 2017 City Council meeting, the City Council passed a resolution authorizing the refunding of the \$4,550,000 G.O. Capital Improvement Plan Bonds, Series 2009A with the \$3,205,000 G.O. Capital Improvement Plan Bonds, Series 2017B.

The Series 2009A were one of two bonds issued to finance the Richfield Municipal Center. The Series 2017B issue includes financing to advance refund the Series 2009A bonds for interest savings. The refunding is expected to reduce interest expense by approximately \$326,257, a reduced par amount of the bonds of \$3,205,000, and the minimum net present value savings required by Minnesota state law will still be exceeded.

The type of refunding being presented is an Advance Crossover refunding. In an Advance Crossover refunding, bonds are issued in advance of a specified call date. The proceeds of the refunding issue are invested in government securities and held in escrow. The money in the escrow is used to pay interest on the new issue until the call date. At the call date, the remaining funds in the escrow are then used to redeem/call the old bonds. At this time, the City "crosses over" and begins to make the payments on the new, refunding bonds.

Accordingly, the Series 2017B bonds are being issued to provide funds sufficient for an advance crossover refunding on February 1, 2019. The par amount of the Series 2009A to be called on the call date is \$2,950,000.

Bids on the 2017B General Obligation Refunding Bonds are due in the offices of Ehlers & Associates, Inc. on Monday, November 20, 2017. A representative from Ehlers & Associates, Inc. will be at the City Council meeting to recommend the successful bidder and review attached documents, and provide information that is absent from the resolution and available only after the bidding on the bonds has closed.

Following Ehlers & Associates, Inc. recommendation it would be appropriate for the City Council to award the

bond sale to the qualified buyer and undertake other related actions as necessary as delineated in the approving resolution. The anticipated closing on the 2017B Bonds is scheduled for December 14, 2017.

**RECOMMENDED ACTION:**

**By motion: Approve the attached resolution awarding the sale of General Obligation Bonds, Series 2017B, in the original aggregate principal amount of \$3,205,000; fixing their form and specifications; directing their execution and delivery; providing for their payment; providing for the escrowing and investment of the proceeds thereof; providing for the redemption of bonds refunded thereby; and rescinding a prior resolution of the City.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

- As part of the construction and financing of the Richfield Municipal Center, the City issued the \$4,550,000 G.O. Capital Improvement Plan Bonds, Series 2009A.
- As interest rates continue to be at low levels, the City's Municipal Advisor, Ehlers & Associates, Inc. has recommended a bond refunding of the Series 2009A bonds to take advantage of the low interest rates and realize interest savings.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**

- None

**C. CRITICAL TIMING ISSUES:**

- The sale of the refunding bonds at this time will allow the City to take advantage of the low interest rates and realize interest savings.

**D. FINANCIAL IMPACT:**

- On the basis of Ehlers & Associates, Inc. review, it appears that the current interest rate climate makes it feasible to refund the Series 2009A bonds.
- The current outstanding principal balance of the Series 2009A bonds is \$3,375,000. The City will continue to make principal and interest payments up to and on the crossover date.
- The \$3,205,000 G.O. Refunding Bonds, Series 2017B are being issued to provide funds for an advance crossover refunding of the City's G.O. Capital Improvement Plan Bonds, Series 2009A on February 1, 2019. The par amount of the Series 2009A bonds at that date will total \$2,950,000.
- It is estimated that this refunding under current rates would reduce the debt service costs of paying this debt by an estimated \$326,257.
- The savings expressed in present value terms is approximately 9.764% of the refunded principal or \$288,034. The minimum savings required by Minnesota state law for a refunding is a present value savings or at least 3.00%.
- The bonds are being issued for a 12-year period; this does not extend the term of the original issue. The maturity date of the new refunding issue will be the same as the two current outstanding issues.

**E. LEGAL CONSIDERATION:**

- Legal Counsel has reviewed the resolution.

**ALTERNATIVE RECOMMENDATION(S):**

- Disregard the current refunding option, continue to retire the bonded debt as presently scheduled, and forego the projected savings.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

Brian Reilly, Ehlers & Associates, Inc.

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution Letter
□ Agreement	Contract/Agreement



Extract of Minutes of Meeting  
of the City Council of the City of  
Richfield, Hennepin County, Minnesota

Pursuant to due call and notice thereof, a special meeting of the City Council of the City of Richfield, Minnesota, was duly held in the City Hall in said City on Monday, November 20, 2017, commencing at 6:15 P.M.

The following members were present:

and the following were absent:

\* \* \*

\* \* \*

\* \* \*

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Capital Improvement Plan Refunding Bonds, Series 2017B, to be issued in the original aggregate principal amount of \$3,205,000.

The City Manager presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals are attached hereto as EXHIBIT A.

After due consideration of the proposals, Member \_\_\_\_\_ then introduced the following written resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN REFUNDING BONDS, SERIES 2017B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$3,205,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; PROVIDING FOR THE ESCROWING AND INVESTMENT OF THE PROCEEDS THEREOF; AND PROVIDING FOR THE REDEMPTION OF BONDS REFUNDED THEREBY**

BE IT RESOLVED By the City Council of the City of Richfield, Minnesota (the "City"), as follows:

Section 1.      Sale of Bonds.

1.01.   Background.

(a)      On January 14, 2009, pursuant to Minnesota Statutes, Chapter 475, as amended, (the "Act"), specifically Section 475.521, the City issued its General Obligation Capital Improvement Plan Bonds, Series 2009A (the "Prior Bonds"), in the original aggregate principal amount of \$4,550,000, currently outstanding in the aggregate principal amount of \$3,375,000, of which \$2,950,000 in principal amount is subject to redemption on or after February 1, 2019. Proceeds of the Prior Bonds were used to finance the construction of a police/fire/City Hall complex in the City.

(b)      The City is authorized by Section 475.67, subdivisions 4 through 12 of the Act to issue and sell its general obligation bonds to refund outstanding bonds when determined by the City Council to be necessary and desirable for the reduction of debt service or interest cost or the adjustment of maturities of outstanding issues of bonds.

(c)      The City finds it necessary and desirable for the reduction of debt service cost to issue its General Obligation Capital Improvement Plan Refunding Bonds, Series 2017B (the "Bonds"), in the original aggregate principal amount of \$3,205,000, to achieve the partial net cash advance refunding of the Prior Bonds by (i) paying interest on the 2020 (excluding the interest on the principal due on the 2019 mandatory sinking fund payment date) through 2029 maturities (the "Callable Maturities") of the Prior Bonds to and including February 1, 2019 (the "Redemption Date"); and (ii) paying the outstanding principal amount of the Callable Maturities of the Prior Bonds on the Redemption Date.

(d)      The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02.   Award to the Purchaser and Interest Rates.      The proposal of \_\_\_\_\_ (the "Purchaser") to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ \_\_\_\_\_ (par amount of \$3,205,000, [plus original issue premium of \$ \_\_\_\_\_,] [less

original issue discount of \$ \_\_\_\_\_,] less underwriter's discount of \$ \_\_\_\_\_), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2018	%	2024	%
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023		2029	

True interest cost: \_\_\_\_\_%

1.03. Purchase Contract. The amount of \$ \_\_\_\_\_, being the amount proposed by the Purchaser in excess of the \$3,166,540, shall be credited to the Debt Service Fund hereinafter created or deposited in the Escrow Fund hereinafter created, as determined by the Finance Manager of the City in consultation with the City's municipal advisor. The Finance Manager is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and City Manager are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, specifically Section 475.67, subdivisions 4 through 12, in the total principal amount of \$3,205,000, originally dated December 14, 2017, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018	\$	2024	\$
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023		2029	

1.05. Optional Redemption. The City may elect on February 1, 2026, and on any day thereafter to prepay Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.08. Mandatory Redemption; Term Bond. To be completed if Term Bonds are requested by the Purchaser.]

Section 2.       Registration and Payment.

2.01.   Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02.   Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2018, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03.   Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a)    Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b)    Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c)    Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d)    Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e)    Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f)    Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon



the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Finance Manager must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Finance Manager and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive

evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Manager will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

### Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.

3.02. Approving Legal Opinion. The City Manager is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

### Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Capital Improvement Plan Refunding Bonds, Series 2017B Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the Finance Manager as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. There is hereby pledged and irrevocably appropriated and there will be credited to the Debt Service Fund: (i) any balance remitted to the City upon the termination of the Escrow Agreement (hereinafter defined); (ii) collection of all taxes hereafter levied for the payment of the Bonds and interest thereon (the "Taxes"); (iii) amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iv) all investment earnings on funds in the Debt Service Fund; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Fund. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

4.02. Escrow Fund. A portion of the proceeds of the Bonds in the amount of \$\_\_\_\_\_ will be deposited in a separate fund (the "Escrow Fund") maintained by U.S. Bank National Association, in Saint Paul, Minnesota, acting as escrow agent (the "Escrow Agent"). Such funds will be received by the Escrow Agent and applied to fund the Escrow Fund or to pay costs of issuing the Bonds. Proceeds of the Bonds deposited to the Escrow Fund and not used to pay costs of issuance on the Bonds are hereby irrevocably pledged and appropriated to the Escrow Fund, together with all investment earnings thereon. The Escrow Fund will be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as will be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Fund, to (i) pay the interest on the Callable Maturities of the Prior Bonds to and including the Redemption Date; and (ii) pay on the Redemption Date the principal amount of the Callable Maturities of the Prior Bonds. The Escrow Fund will be irrevocably appropriated to the payment of the principal of and interest on the Prior Bonds until the proceeds of the Bonds therein are applied to prepayment of the Prior Bonds. The moneys in the Escrow Fund will be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Fund may be remitted to the City, all in

accordance with the Escrow Agreement between the City and the Escrow Agent. Any moneys remitted to the City upon termination of the Escrow Agreement will be deposited in the Debt Service Fund.

4.03. Prior Debt Service Fund. The debt service fund heretofore established for the Prior Bonds pursuant to the resolution authorizing the issuance and sale of the Prior Bonds (the “Prior Resolution”) shall be terminated on the Redemption Date, following the redemption of the Prior Bonds, and all monies therein shall be transferred to the Debt Service Fund herein created.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Escrow Fund or Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Escrow Fund or Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levies.

(a) To provide moneys for payment of the principal and interest on the Bonds, there is hereby levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited to the Debt Service Fund above provided and will be in the years and in the amounts attached hereto as EXHIBIT C.

(b) The tax levies are such that if collected in full they, together with estimated collections of investment earnings (and until the Redemption Date, of all amounts in the Escrow Fund) and other revenues herein pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies will be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act.

4.06. Cancellation of Prior Levy after Redemption Date. Following the payment in full of all outstanding principal of and interest on the Prior Bonds on the Redemption Date, the Finance Manager is hereby directed to certify such fact to and request the Taxpayer Services Division Manager of Hennepin County, Minnesota (the “Taxpayer Services Division Manager”) to cancel any and all tax levies made for the Prior Bonds pursuant to the Prior Resolution.

4.07. Certification to Taxpayer Services Division Manager as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided will be irrevocable until the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Manager may certify to the Taxpayer Services Division Manager the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Taxpayer Services Division Manager will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Certificate of Taxpayer Services Division Manager as to Registration. The City Manager is authorized and directed to file a certified copy of this resolution with the Taxpayer Services Division Manager and to obtain the certificate required by Section 475.63 of the Act.

Section 5.        Refunding; Findings; Redemption of Prior Bonds.

5.01.    Purpose of Refunding. The Callable Maturities of the Prior Bonds will be called for redemption on the Redemption Date in the principal amount of \$2,950,000. It is hereby found and determined that based upon information presently available from the City's municipal advisor, the issuance of the Bonds, the proceeds of which will be used to refund the Prior Bonds, is consistent with covenants made with the holders of the Prior Bonds and will result in a reduction of debt service or interest cost to the City.

5.02.    Findings. It is hereby found and determined that based upon information presently available from the City's municipal advisor, the issuance of the Bonds will result in a reduction of debt service cost to the City on the Prior Bonds, such that the present value of such debt service or interest cost savings (the "Reduction") is at least three percent (3%) of the debt service on the Prior Bonds. The Reduction, after the inclusion of all authorized expenses of refunding in the computation of the effective interest rate on the Bonds, is adequate to authorize the issuance of the Bonds as provided by Section 475.67, subdivision 12 of the Act.

5.03.    Proceeds Pledged to the Escrow Fund. As of the date of delivery of and payment for the Bonds, proceeds of the Bonds in the amount of \$ \_\_\_\_\_ are hereby pledged and appropriated and will be deposited in the Escrow Fund for the purposes of (i) paying interest on the Callable Maturities of the Prior Bonds to and including the Redemption Date; and (ii) paying the outstanding principal amount of the Callable Maturities of the Prior Bonds on the Redemption Date. Proceeds of the Bonds in the amount of \$ \_\_\_\_\_ will be deposited in the Escrow Fund to pay the costs of issuance of the Bonds.

5.04.    Securities to Fund Escrow Fund. Securities, if any, purchased from the moneys in the Escrow Fund will be limited to securities specified in Section 475.67, subdivision 8 of the Act. Ehlers & Associates, Inc., and/or U.S. Bank National Association as agent for the City, is hereby authorized and directed to purchase for and on behalf of the City and in its name, appropriate securities to fund the Escrow Fund. Upon the issuance and delivery of the Bonds, the securities so purchased will be deposited with the Escrow Agent and held pursuant to the terms of the Escrow Agreement and this resolution.

5.05.    Notices of Call for Redemption. The Prior Bonds maturing after the Redemption Date will be redeemed and prepaid on the Redemption Date in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as EXHIBIT D, which terms and conditions are hereby approved and incorporated herein by reference. The registrar for the Prior Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Prior Bonds.

5.06.    Escrow Agreement. On or prior to the delivery of the Bonds, the Mayor and the City Manager are hereby authorized and directed to execute on behalf of the City an escrow agreement (the "Escrow Agreement") with the Escrow Agent in substantially the form now on file with the City Clerk. All essential terms and conditions of the Escrow Agreement, including payment by the City of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this resolution, and the City covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 6.        Authentication of Transcript.

6.01.    City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such

other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Manager, and the Finance Manager are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Mayor, the City Manager, and the Finance Manager are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Manager, and the Finance Manager shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Manager shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Payment of Costs of Issuance. Costs of issuance of the Bonds will be paid by the Escrow Agent pursuant to the Escrow Agreement.

#### Section 7. Tax Covenant.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

7.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.



Passed and adopted this 20<sup>th</sup> day of November, 2017.

---

Mayor

Attest:

---

City Clerk

**EXHIBIT A**  
**PROPOSALS**

**EXHIBIT B**  
**FORM OF BOND**

No. R-\_\_\_\_\_ UNITED STATES OF AMERICA \$\_\_\_\_\_  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
CITY OF RICHFIELD

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN REFUNDING BOND  
SERIES 2017B

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	December 14, 2017	

Registered Owner: Cede & Co.

The City of Richfield, Minnesota, a duly organized and existing municipal corporation in Hennepin County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2018, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2026, and on any day thereafter to prepay Bonds due on or after February 1, 2027. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$3,205,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on November 20, 2017 (the "Resolution"), for the purpose of providing money to refund in advance of maturity a portion of certain general obligation bonds of the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, specifically Section 475.67, subdivisions 4 through 12, as amended. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full

statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter and the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, statutory, or charter limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Richfield, Hennepin County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: December 14, 2017

**CITY OF RICHFIELD, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Mayor

\_\_\_\_\_  
(Facsimile)  
City Manager

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**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By \_\_\_\_\_  
Authorized Representative

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**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common

UNIF GIFT MIN ACT

\_\_\_\_\_ Custodian \_\_\_\_\_

(Cust) (Minor)  
under Uniform Gifts or Transfers to Minors  
Act, State of \_\_\_\_\_

TEN ENT – as tenants by entireties

JT TEN – as joint tenants with right of  
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

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**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is  
held by joint account.)

Please insert social security or other identifying  
number of assignee

\_\_\_\_\_

\_\_\_\_\_  
**PROVISIONS AS TO REGISTRATION**

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of  
Officer of Registrar

Cede & Co.  
Federal ID #13-2555119

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C**  
**TAX LEVY SCHEDULE**

<u>YEAR *</u>	<u>TAX LEVY</u>
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*\* Year tax levy collected.*

## EXHIBIT D

### NOTICE OF CALL FOR REDEMPTION

\$4,550,000  
CITY OF RICHFIELD, MINNESOTA  
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS  
SERIES 2009A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Richfield, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2019

all outstanding bonds of the City designated as General Obligation Capital Improvement Plan Bonds, Series 2009A (the "Bonds"), dated January 14, 2009, having stated maturity dates of February 1 in the years 2020 through 2029, both inclusive, totaling \$2,950,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2020	\$230,000	763325 3B1
2022	500,000	763325 3D7
2023	270,000	763325 3E5
2024	285,000	763325 3F2
2025	300,000	763325 3G0
2026	315,000	763325 3H8
2027	330,000	763325 3J4
2028	350,000	763325 3K1
2029	370,000	763325 3L9

The bonds are being called at a price of par plus accrued interest to February 1, 2019, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the office of Wells Fargo Bank, National Association, in the City of Minneapolis, Minnesota, on or before February 1, 2019:

Registered/Certified Mail:

**Wells Fargo Bank, N.A.**  
Corporate Trust Operations  
P.O. Box 1517  
Minneapolis, MN 55480-1517

Air Courier:

**Wells Fargo Bank, N.A.**  
Corporate Trust Services  
600 South Fourth Street  
MAC N9300-060  
Minneapolis, MN 55479

In Person:

**Wells Fargo Bank, N.A.**  
Northstar East Building  
608 2nd Ave. So., 12<sup>th</sup> Fl.  
Minneapolis, MN

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal



Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Dated: \_\_\_\_\_.

BY ORDER OF THE CITY COUNCIL OF THE CITY  
OF RICHFIELD, MINNESOTA

By /s/ Steven L. Devich  
City Manager  
City of Richfield, Minnesota

STATE OF MINNESOTA     )  
                                      )  
COUNTY OF HENNEPIN    ) SS.  
                                      )  
CITY OF RICHFIELD        )

I, being the duly qualified and acting City Clerk of the City of Richfield, Hennepin County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a special meeting of the City Council of the City held on November 20, 2017 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Capital Improvement Plan Refunding Bonds, Series 2017B, in the original aggregate principal amount of \$3,205,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

---

City Clerk  
City of Richfield, Minnesota

## **ADVANCE REFUNDING ESCROW AGREEMENT**

**Relating to:**

**\$4,550,000**

**City of Richfield, Minnesota**

**General Obligation Capital Improvement Plan Bonds**

**Series 2009A**

THIS ADVANCE REFUNDING ESCROW AGREEMENT, dated December 14, 2017 (the "Agreement"), is made pursuant to Minnesota Statutes, Section 475.67, subdivisions 4 through 12 (the "Act"), and executed by and between the City of Richfield, Minnesota (the "City") and U.S. Bank National Association, Saint Paul, Minnesota, a national banking association (the "Escrow Agent"):

WITNESSETH: That the parties hereto recite and, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. The City previously issued its General Obligation Capital Improvement Plan Bonds, Series 2009A (the "Prior Bonds"), dated January 14, 2009, in the original aggregate principal amount of \$4,550,000, currently outstanding in the aggregate principal amount of \$3,375,000, of which \$2,950,000 in principal amount is subject to redemption on or after February 1, 2019. Pursuant to a resolution adopted by the City Council of the City on November 20, 2017 (the "Resolution"), the City has provided for the issuance of its General Obligation Capital Improvement Plan Refunding Bonds, Series 2017B (the "Refunding Bonds"), in the original aggregate principal amount of \$3,205,000. On the date hereof, a portion of the proceeds of the Refunding Bonds will be deposited with the Escrow Agent to be used to defease, redeem, and prepay a portion of the Prior Bonds and to pay costs of issuance of the Refunding Bonds.

2. The City, in accordance with the Resolution, issued and sold the Refunding Bonds in the original aggregate principal amount of \$3,205,000 and has received proceeds of the Refunding Bonds in the amount of \$\_\_\_\_\_ (par amount of the Refunding Bonds of \$3,205,000, [plus original issue premium of \$\_\_\_\_\_,] [less original issue discount of \$\_\_\_\_\_,] less underwriter's discount of \$\_\_\_\_\_). The City has deposited proceeds of the Refunding Bonds in the amount of \$\_\_\_\_\_ to the Escrow Account (as defined herein), to be allocated as follows: (i) the amount of \$\_\_\_\_\_ shall be invested in securities which are general obligations of the United States, securities whose principal and interest payments are guaranteed by the United States (the "Federal Securities"), as described in the schedule which is attached hereto, marked EXHIBIT A and made a part hereof; (ii) the amount of \$\_\_\_\_\_ shall be an initial cash deposit in the Escrow Account and shall remain uninvested; (iii) the amount of \$\_\_\_\_\_ shall be applied by the Escrow Agent to payment of costs of issuance as specified in paragraph 3 hereof; and (iv) \$\_\_\_\_\_ shall be disbursed to the City on the date hereof for deposit to the Debt Service Fund established for the Refunding Bonds. The purchased securities and initial cash deposit will be irrevocably deposited with the Escrow Agent on the date of this Agreement. It is understood and agreed that the dates and amounts of payments of principal and interest due on the securities so deposited are as indicated in EXHIBIT B, and that the principal and interest payments due on such securities together with the initial cash deposit are such as to provide the funds required to pay the interest on the 2020 (excluding the interest on the principal due on the 2019 mandatory sinking fund payment date) through 2029 maturities of the Prior Bonds to and including February 1, 2019 (the "Redemption Date") and to pay the principal of the 2020 (excluding the principal due on the 2019 mandatory sinking fund payment date) through 2029 maturities of the Prior Bonds on the Redemption Date, as stated in the Resolution.

3. The Escrow Agent acknowledges receipt of the Federal Securities described in paragraph 2 hereof and agrees that it will hold such securities in a special escrow account (the "Escrow Account") created by the Resolution in the name of the City and will collect and receive on behalf of the City all payments of principal of and interest on such securities and will remit from the Escrow Account (i) to the paying agent for the Prior Bonds the funds required to pay the interest on the 2020 (excluding the 2019 mandatory sinking fund payment date) through 2029 maturities of the Prior Bonds to and including the Redemption Date; and (ii) to the paying agent for the Prior Bonds the funds needed for the redemption and prepayment of the outstanding principal amount of the 2020 (excluding the 2019 mandatory sinking fund payment date) through 2029 maturities of the Prior Bonds on the Redemption Date. After provision for payment of the principal of all remaining Prior Bonds, the Escrow Agent will remit any remaining funds in the Escrow Account to the City. Of the amounts deposited with the Escrow Agent, the sum of \$\_\_\_\_\_ shall be used by the Escrow Agent for payment and disbursement of the costs of issuance of the Refunding Bonds as set forth in EXHIBIT C attached hereto. The Escrow Agent shall return the sum of \$\_\_\_\_\_ to the City in the form of a check for deposit to the Debt Service Fund established for the Refunding Bonds.

4. In order to ensure continuing compliance with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (collectively, the "Code"), the Escrow Agent agrees that, except as otherwise provided herein, it will not reinvest any cash received in payment of the principal of and interest on the open-market securities held in the Escrow Account. This prohibition on reinvestment shall continue unless and until an opinion is received by the Escrow Agent from nationally recognized bond counsel that reinvestments in general obligations of the United States or obligations the principal of and interest on which are guaranteed as to payment by the United States, as specified in said opinion, may be made in a manner consistent with the Code. If such obligations are not available, the money may remain uninvested. Reinvestment, if any, of amounts in the Escrow Account made pursuant to this paragraph may be made only in direct obligations of the United States of America which mature prior to the next date on which either principal of or interest on the Prior Bonds is payable.

5. The Escrow Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

6. If at any time it shall appear to the Escrow Agent that the money in the Escrow Account allocable for such use hereunder will not be sufficient to make any of the payments set forth in paragraph 3 due to the holders of any of the Prior Bonds, the Escrow Agent shall immediately notify the City. The City thereupon shall forthwith deposit in the Escrow Account from funds on hand and legally available to it such additional funds as may be required to meet fully the amount to become due and payable. The City acknowledges its obligation to levy ad valorem taxes on all taxable property in the City to the extent required to produce moneys necessary for this purpose. The City and the Escrow Agent acknowledge receipt of a verification report from \_\_\_\_\_, certified public accountants, of even date herewith, to the effect that such cash and securities are sufficient to comply with the requirements of the Act.

7. The City will not repeal or amend the Resolution which calls the Prior Bonds for redemption on the Redemption Date. The Escrow Agent shall cause the Notice of Call for Redemption attached hereto as EXHIBIT D to be mailed not less than sixty (60) days prior to the Redemption Date of the Prior Bonds to the paying agent for the Prior Bonds for the purpose of giving notice not less than thirty (30) days prior to the Redemption Date to the registered owners of the Prior Bonds to be redeemed, at their addresses appearing in the bond register and also to the bank at which the principal of and interest on the Prior Bonds are then payable.

8. The Escrow Agent shall cause the Notice of Defeasance attached hereto as EXHIBIT E to be filed with the Municipal Securities Rulemaking Board within ten (10) business days of the issuance of the Refunding Bonds.

9. Within thirty (30) days of December 31 of each year the Escrow Account is outstanding, the Escrow Agent shall submit to the City a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder during the preceding twelve months. Such report shall also list all obligations held in the Escrow Account and the amount of money on hand in the Escrow Account on the last day of December.

10. It is recognized that title to the Federal Securities and money held in the Escrow Account from time to time shall remain vested in the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement. The Escrow Agent shall hold all such money and obligations in a separate special escrow account wholly segregated from all other funds and securities of the Escrow Agent, and shall never commingle such money or securities with other money or securities. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the funds and securities deposited with it in said escrow account, the collection of and accounting for the principal and interest payable with respect thereto, the reinvestment of certain funds in United States Treasury Obligations, State and Local Government Series with zero interest which are not being held as uninvested cash and the remittance of the funds to the paying agent as provided in this Agreement.

11. This Agreement is made by the City for the benefit of the holders of the Prior Bonds and is not revocable by the City, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of the principal amount of the 2020 (excluding the 2019 mandatory sinking fund payment date) through 2029 maturities of the Prior Bonds on the Redemption Date and the interest on the 2020 (excluding the 2019 mandatory sinking fund payment date) through 2029 maturities of the Prior Bonds to and including the Redemption Date.

12. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Prior Bonds and said third-party beneficiaries shall be entitled to enforce performance and observance by the City and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor agent without the execution of any document or the performance of any further act.

13. The Escrow Agent hereby certifies that it is a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation and whose capital and surplus is not less than \$500,000.

14. The Escrow Agent may at any time resign and be discharged of its obligations hereunder by giving to the City Manager written notice of such resignation not less than sixty (60) days before the date when the same is to take effect, provided that the Escrow Agent shall return to the City the pro rata portion of its fee which is allocable to the period of time commencing on the effective date of such resignation. Such resignation shall take effect upon the date specified in the notice, or upon the appointment and qualification of a successor prior to that date. In the event of such resignation, a successor shall promptly be appointed by the City, and the City Manager shall immediately give written notice thereof to the predecessor escrow agent and publish the notice in the manner described in this paragraph 14. If, in a proper case, no appointment of a successor agent is made within forty-five (45) days after the receipt by the City of notice of such resignation, the Escrow Agent or the holder of any Prior Bond may apply to any court of competent jurisdiction to appoint a successor escrow agent, which appointment may be made by the court after such notice, if any, as

the court may prescribe. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor escrow agent and to the City a written acceptance of such appointment, and shall thereupon without any further act, deed or conveyance become fully vested with all moneys, properties, duties and obligations of its predecessor, but the predecessor shall nevertheless pay over, transfer, assign and deliver all moneys, securities or other property held by it to the successor escrow agent, shall execute, acknowledge and deliver such instruments of conveyance and do such other things as may reasonably be required to vest and confirm more fully and certainly in the successor escrow agent all right, title and interest in and to any property held by it hereunder. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the City approves, be the successor escrow agent without the execution of any document or the performance of any further act.

15. The Escrow Agent acknowledges receipt of the sum of \$ \_\_\_\_\_ as its full compensation for its services to be performed under this Agreement.

16. The duties and obligations of the Escrow Agent shall be as prescribed by the provisions of this Agreement and the Escrow Agent shall not be liable hereunder except for failure to perform its duties and obligations as specifically set forth herein or to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by the Escrow Agent other than those specified herein.

17. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed:

If to the City:                      City of Richfield  
   6700 Portland Avenue  
   Richfield, MN 55423  
   Attention: City Manager

If to the Escrow Agent: U.S. Bank National Association  
   60 Livingston Avenue  
   EP-MN-WS3C  
   St. Paul, MN 55107-2292  
   Attention: Corporate Trust Services

18. The exhibits which are a part of this Agreement are as follows:

EXHIBIT A	Federal Securities
EXHIBIT B	Principal and Interest Payments on Federal Securities
EXHIBIT C	Costs of Issuance
EXHIBIT D	Notice of Call for Redemption
EXHIBIT E	Notice of Defeasance

IN WITNESS WHEREOF the parties hereto have caused this Advance Refunding Escrow Agreement to be duly executed by their duly authorized officers, in counterparts, each of which is deemed to be an original agreement, as of the date and year first written above.

**CITY OF RICHFIELD, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Manager

Security Advice Waiver:

The City acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the City the right to receive brokerage confirmations of the security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the City with period cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

(Signature page of the City to the Advance Refunding Escrow Agreement  
related to the City's General Obligation Capital Improvement Plan Bonds, Series 2009A)

Execution page of the Escrow Agent to the Advance Refunding Escrow Agreement, dated as of the date and year first written above.

**U.S. BANK NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Its Vice President

(Signature page of the Escrow Agent to the Advance Refunding Escrow Agreement  
related to the City's General Obligation Capital Improvement Plan Bonds, Series 2009A)



**EXHIBIT A**  
**FEDERAL SECURITIES**

**EXHIBIT B**

**PRINCIPAL AND INTEREST PAYMENTS ON FEDERAL SECURITIES**

**EXHIBIT C**

**COSTS OF ISSUANCE**

Municipal Advisor  
Rating Agency  
Bond Counsel  
Bidding Agent  
CPA/Verification Report  
Paying Agent  
Escrow Agent  
Hennepin County

TOTAL

In addition to paying the above-referenced costs of issuance, the Escrow Agent shall return the amount of \$\_\_\_\_\_ to the City for deposit to the Debt Service Fund established for the Refunding Bonds.

## EXHIBIT D

### NOTICE OF CALL FOR REDEMPTION

\$4,550,000  
CITY OF RICHFIELD, MINNESOTA  
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS  
SERIES 2009A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Richfield, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2019

all outstanding bonds of the City designated as General Obligation Capital Improvement Plan Bonds, Series 2009A (the "Bonds"), dated January 14, 2009, having stated maturity dates of February 1 in the years 2020 through 2029, both inclusive, totaling \$2,950,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2020	\$230,000	763325 3B1
2022	500,000	763325 3D7
2023	270,000	763325 3E5
2024	285,000	763325 3F2
2025	300,000	763325 3G0
2026	315,000	763325 3H8
2027	330,000	763325 3J4
2028	350,000	763325 3K1
2029	370,000	763325 3L9

The bonds are being called at a price of par plus accrued interest to February 1, 2019, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the office of Wells Fargo Bank, National Association, in the City of Minneapolis, Minnesota, on or before February 1, 2019:

Registered/Certified Mail:

**Wells Fargo Bank, N.A.**  
Corporate Trust Operations  
P.O. Box 1517  
Minneapolis, MN 55480-1517

Air Courier:

**Wells Fargo Bank, N.A.**  
Corporate Trust Services  
600 South Fourth Street  
MAC N9300-060  
Minneapolis, MN 55479

In Person:

**Wells Fargo Bank, N.A.**  
Northstar East Building  
608 2nd Ave. So., 12<sup>th</sup> Fl.  
Minneapolis, MN

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal

Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Dated: \_\_\_\_\_.

BY ORDER OF THE CITY COUNCIL OF THE CITY  
OF RICHFIELD, MINNESOTA

By /s/ Steven L. Devich  
City Manager  
City of Richfield, Minnesota

## EXHIBIT E

### NOTICE OF DEFEASANCE

\$4,550,000

CITY OF RICHFIELD, MINNESOTA  
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS  
SERIES 2009A

NOTICE IS HEREBY GIVEN to the holders of the above-described bonds (the “Bonds”), dated January 14, 2009, and maturing on February 1 of the years and amounts shown below, that U.S. Government Securities were deposited with U.S. Bank National Association, Saint Paul, Minnesota (the “Escrow Agent”), in an amount sufficient to defease the principal of the 2020 (excluding the principal due on the 2019 mandatory sinking fund payment date) through 2029 maturities of such Bonds and pay the interest on the 2020 (excluding the interest on the principal due on the 2019 mandatory sinking fund payment date) through 2029 maturities of the Bonds to and including the redemption date. The outstanding Bonds will be redeemed and prepaid in full on February 1, 2019, and are identified below by CUSIP number:

Year of Maturity	Amount	CUSIP Number
2020	\$230,000	763325 3B1
2022	500,000	763325 3D7
2023	270,000	763325 3E5
2024	285,000	763325 3F2
2025	300,000	763325 3G0
2026	315,000	763325 3H8
2027	330,000	763325 3J4
2028	350,000	763325 3K1
2029	370,000	763325 3L9

Dated: \_\_\_\_\_, 2017

U.S. BANK NATIONAL ASSOCIATION, as  
Escrow Agent